UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Case No. 17-cr-201-1-ABJ
Case No. 1:18-mc-00167-ABJ

FINAL ORDER OF FORFEITURE AS TO 721 FIFTH AVENUE, UNIT 43G, NEW YORK, NY 10022

WHEREAS, the United States filed a Motion for a Final Order of Forfeiture, and the Court has reviewed the underlying record and makes the following findings:

- a. On September 14, 2018, a written Plea Agreement was filed with this Court and signed by the defendant, Paul J. Manafort, Jr., and his counsel, in which the defendant agreed to plead guilty to a Superseding Criminal Information ("Information") charging, *inter alia*, a conspiracy to violate the Foreign Agents Registration Act ("FARA"), in violation of Title 18, United States Code, Sections 371 and 3551 *et seq.* and Title 22, United States Code, Sections 612, 618(a)(l), and 618(a)(2), and the defendant has pled guilty to that offense ("Count One"). Cr. Dkt. Nos. 419, 422, 423.
- b. The Information gave notice that upon conviction of Count One, the United States would seek the forfeiture of any property real or personal, which constitutes or is derived from

¹ Docket entries from *United States v. Paul J. Manafort, Jr.*, Case No. 17-cr-201-1 (D.D.C.) are referred to as "Cr. Dkt. No.". Docket entries from the miscellaneous case number for the ancillary proceedings *In Re: Petitions for Relief Concerning Consent Order of Forfeiture,* Case No: 1:18-mc-167 (D.D.C.) are referred to as "Mc. Dkt. No.".

proceeds traceable to the offense alleged in Count One, including, *inter alia*, a conspiracy to violate FARA, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(l)(C) and Title 28, United States Code, Section 2461(c). Cr. Dkt. No. 419. The Information further alleged that nine specific properties were subject to forfeiture, including, *inter alia*, "All funds held in account number XXXX7988 at Charles A. Schwab & Co. Inc., and any property traceable thereto..." (the "Schwab Account"). *Id.* at ¶ 69.

- c. The Information further alleged that the United States would seek a personal money judgment of forfeiture against the defendant representing the value of any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses alleged in Count One, including, *inter alia*, a conspiracy to violate FARA, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(l)(C) and Title 28, United States Code, Section 2461(c), and that such a money judgment of forfeiture was "to be offset by the forfeiture of any specific property." Cr. Dkt. No. 419.
- d. The Information alleged that, if any of the property subject to forfeiture, as a result of any act or omission of the defendant, *inter alia*, has been transferred or sold to, or deposited with a third party, or has been commingled with other property that cannot be subdivided without difficulty, the United States would seek forfeiture of any other property of said defendant in substitution for such property ("Substitute Property") pursuant to 18 U.S.C. § 982(b) and 28 U.S.C. § 2461(c), incorporating 21 U.S.C. § 853(p). Cr. Dkt. No. 419.
- e. In his Plea Agreement, the defendant admitted to the forfeiture allegations in the Information, and, in his Statement of the Offenses and Other Acts ("Statement"), he admitted that he obtained at least \$11,000,000 as a result of his conspiracy to violate the FARA in violation of 18 U.S.C. § 371, 22 U.S.C. §§ 612 and 618. Cr. Dkt. No. 422 at 10, 423 at 2-3.

f. In his Plea Agreement, the defendant consented, *inter alia*, to the forfeiture of the following property in lieu of the Schwab Account that was identified in the Information as subject to forfeiture as proceeds traceable to the conspiracy to violate FARA offense alleged in Count One, or property traceable thereto, pursuant to 18 U.S.C. § 981(a)(l)(C) and 28 U.S.C. § 2461(c) (the "Fifth Avenue Property"):

The real property and premises commonly known as 721 Fifth Avenue, #43G, New York, New York, 10022.

Cr. Dkt. No. 422 at ¶ 12.

g. The Fifth Avenue Property is more specifically described as follows:

The residential Unit (The "Unit") known as Unit No. 43-G, in the premises known as Trump Tower Condominium and by the street numbers 721-725 Fifth Avenue, Borough of Manhattan, City, County and State of New York, being designated and described as Unit No. 43-G in the Declaration Establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (The New York Condominium Act") dated 2/24/1983 and recorded in the New York County Office of the Register of the City of New York (The "City Register's Office") on 3/23/1983 in Reel 674, Page 848 (Hereinafter, referred to as the "Declaration") and also designated as Tax Lot 1112 in Block 1292 of Section 5 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of building, certified by Swanke Hayden Connell and Partners, Architects, on 2/2/1983 and filed with the Real Property Assessment Department of the City of New York on 3/18/1983 as Condominium Plan No. 86 and Also filed in the City Register's Office on 3/23/1983 as Condominium Plan No. 86. Together with an undivided .2644227 percent interest in the common elements (as such term is defined in the declaration). The premises in which the unit is located is more particularly described herein as Parcel A. PARCEL A: All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, Bounded and described as follows: Beginning at the corner formed by the intersection of the Northerly side of East 56th Street with the Easterly side of Fifth Avenue; Running thence Easterly along the said Northerly side of East 56th Street, 175 feet; Thence Northerly parallel with said Easterly side of Fifth Avenue and part of the distance through A Party Wall, 100 feet 5 inches to the Center Line of the Block; Thence Westerly along said Center Line of the Block, 50 Feet; Thence Northerly parallel with the Easterly side of Fifth Avenue, 15 Feet; Thence Westerly parallel with the Northerly side of East 56 Street 125 feet to the Easterly side of Fifth Avenue, and Thence Southerly along the Easterly side of Fifth Avenue, 115 feet 5 inches to the point or place of Beginning. PARCEL B: (AFFECTS COMMON ELEMENTS) All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows: Beginning at a point on

the Southerly side of East 57th Street, distant 125 Feet Easterly from the intersection of the Easterly side of Fifth Avenue and the Southerly side of 57th Street; Thence Southerly and parallel with the Easterly side of Fifth Avenue, 100 feet 5 inches; Thence Easterly and parallel with the Southerly side of 57th Street, 50 Feet; Thence Northerly and again parallel with the Easterly side of Fifth Avenue, 100 feet 5 inches to the Southerly side of 57th Street; Thence Westerly along the Southerly side of 57th Street 50 feet to the point or place of Beginning.

APN: Block 1292, Lot 1112

- h. The defendant further agreed that the Fifth Avenue Property could additionally be forfeited as Substitute Property pursuant to 18 U.S.C. § 982(b), 21 U.S.C. § 853(p) and 28 U.S.C. § 2461(c). Cr. Dkt. No. 422 at 11.
- i. On October 10, 2018, with the defendant's consent, the Court entered a Consent Order of Forfeiture signed by the Court on October 9, 2018, constituting a preliminary order of forfeiture ("Consent Order of Forfeiture"). Cr. Dkt. No. 443. In the Consent Order of Forfeiture, this Court found, based on the evidence and information before it, including the defendant's Plea Agreement, that the Fifth Avenue Property was subject to forfeiture, and the Court so ordered its forfeiture. *Id*.
- j. The United States established the requisite nexus between the Schwab Account and the defendant's offense, and that the defendant has an interest in the Fifth Avenue Property, which was forfeited in lieu of the Schwab Account.
- k. On March 13, 2019, the defendant was sentenced and the Court entered an amended Order of Forfeiture pursuant to Rule 32.2(b)(1) and (b)(2) of the Federal Rules of Criminal Procedure ("March 13, 2019 Order of Forfeiture"). In the March 13, 2019 Order of Forfeiture, the Court again found that the Fifth Avenue Property was subject to forfeiture pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982(b), 21 U.S.C. § 853(p) and 28 U.S.C. § 2461(c) and so ordered its forfeiture. The Court also found that the defendant obtained at least \$11,000,000 in proceeds from the conspiracy to violate FARA alleged in Count One, for which he was

convicted, and, accordingly, entered a Personal Money Judgment against the defendant in the amount of \$11,000,000 pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c). Cr. Dkt. No. 549.

- 1. The March 13, 2019 Order of Forfeiture decreed that the net proceeds realized by the United States upon the disposition of forfeited properties, including the Fifth Avenue Property, be credited to the Personal Money Judgment of Forfeiture. Cr. Dkt. No. 549.
- m. The March 13, 2019 Order of Forfeiture was final as to the defendant upon its entry, and was made part of his sentence and included in the judgment pursuant to Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure. Cr. Dkt. Nos. 549, 556, 556-1.
 - n. The Fifth Avenue Property was titled to Paul Manafort and Kathleen Manafort.
- o. In his Plea Agreement, the defendant, in addition to agreeing to the forfeiture, represented that "he is either the sole and rightful owner and that no other person or entity has any claim or interest, or that he has secured the consent from any other individuals or entities having an interest in the [Fifth Avenue Property] to convey their interests in the [Fifth Avenue Property] to him prior to the entry of the Order of Forfeiture (with the exception of previously disclosed mortgage holders.)." Cr. Dkt. No. 422 at 12.
- p. In accordance with 21 U.S.C. § 853(n)(1), Rule 32.2(b)(6)(C) of the Federal Rules of Criminal Procedure, and Rule G(4)(a)(iv)(C) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions ("the Supplemental Rules"), a Notice of Forfeiture with respect to the properties named in the Consent Order of Forfeiture, including the Fifth Avenue Property, was posted on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days, beginning on October 13, 2018 and ending on November 11,

- 2018. Proof of publication was filed with the Court on March 11, 2019 as an attachment to the United States' Declaration of Notice and Publication. Cr. Dkt. No. 545.
- q. The published notice explained that any person asserting a legal interest in the properties named in the Consent Order of Forfeiture, including the Fifth Avenue Property, was required to file a petition with the Court within sixty (60) days from the first day of publication of the notice on the government internet site, and that if no such petitions were filed within the filing period, the United States would have clear title to the properties. Cr. Dkt. No. 545.
- r. In accordance with 21 U.S.C. § 853(n)(1), Rule 32.2(b)(6)(D) of the Federal Rules of Criminal Procedure, and Supplemental Rules G(4)(b)(iii)-(v), the United States also sent direct written notice to any persons who reasonably appeared to be a potential claimant with standing to contest the forfeiture in the ancillary proceeding or who were known to have alleged an interest in the forfeited property, by means reasonably calculated to reach them, as described in the United States' Declaration of Notice and Publication, including, but not limited to:

 Kathleen Manafort, UBS Bank USA ("UBS Bank"), and the condominium association, Trump Tower Condominium. Cr. Dkt. No. 545.
- s. The United States has complied with Rule 32.2(b)(6) of the Federal Rules of Criminal Procedure concerning direct written notice and notice by publication, as described in the United States Declaration of Notice and Publication. Cr. Dkt. Nos. 549, 556-1. The content of the notice was compliant with Rule 32.2(b)(6) and no further notice is required. *Id.* at ¶4.
- t. Following notice of the Consent Order of Forfeiture, two interested parties asserted an interest in the Fifth Avenue Property: UBS Bank and the Residential Board of Trump Tower Condominium. *See* Mc. Dkt. Nos. 4, 13. Kathleen Manafort did not file a petition.

- u. No other petitions were filed or made in this action or under the miscellaneous case number assigned to the ancillary proceedings in this case, *In Re: Petitions for Relief*Concerning Consent Order of Forfeiture, Case No: 1:18-mc-167, with respect to the Fifth

 Avenue Property. No other parties have appeared to contest the forfeiture of the Fifth Avenue Property to date and the statutory time periods in which to do so have expired.
- v. On February 21, 2019, the Court endorsed a Stipulation and Order of Settlement between the United States and UBS Bank resolving the petition of UBS Bank, (the "UBS Bank Stipulation and Order"), a copy of which is attached hereto as Appendix 1 and which is incorporated herein by reference as if set out in full. Mc. Dkt. No. 43 (docketed on February 22, 2019).
- w. On March 1, 2019, the Court endorsed a Stipulation and Order of Settlement between the United States and the Residential Board of Trump Tower Condominium, acting on its own behalf and on behalf of Trump Tower Condominium, resolving its petition (the "Trump Tower Condominium Stipulation and Order"), a copy of which is attached hereto as Appendix 2 and which is incorporated herein by reference as if set out in full. Mc. Dkt. No. 47 (docketed on March 4, 2019).
- x. Pursuant to 21 U.S.C. § 853(n)(7) and Fed. R. Crim. P. 32.2(c)(2), the United States shall have clear title to any forfeited property following the Court's disposition of all petitions and the expiration of the time period provided for the filing of petitions.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982(b), 21 U.S.C. § 853(p), 28 U.S.C. § 2461(c), and Rule 32.2 of the Federal Rules of Criminal Procedure, all right, title and interest in the following property is hereby forfeited to the United States of America:

The real property and premises commonly known as 721 Fifth Avenue, #43G, New York, New York, 10022 (Block 1292, Lot 1112), the sale thereof being subject to the terms of the February 21, 2019 UBS Bank Stipulation and Order and the March 1, 2019 Trump Tower Condominium Stipulation and Order, copies of which are attached as Appendix 1 and Appendix 2.

- 2. The forfeiture of the Fifth Avenue Property was made final as to the defendant and made part of the sentence and included in the judgment on March 13, 2019, under Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure.
- 3. The United States has clear title to the Fifth Avenue Property pursuant to Federal Rule of Criminal Procedure 32.2(c)(2) and 21 U.S.C. § 853(n)(7), and, subject to the UBS Bank Stipulation and Order and the Trump Tower Condominium Stipulation and Order, any and all interests that any other third party may have had in the Fifth Avenue Property, including any interests of Kathleen Manafort, are hereby extinguished.
- 4. The United States Marshals Service, or any other duly authorized law enforcement official, shall dispose of the Fifth Avenue Property according to law and the terms of the UBS Bank Stipulation and Order and the Trump Tower Condominium Stipulation and Order.
- 5. Nothing in this Order shall affect any property subject to the March 13, 2019, Order of Forfeiture other than the Fifth Avenue Property or any petition asserting an interest in any such other property.
- 6. Any net sale proceeds realized by the United States shall be credited to the Personal Money Judgment of Forfeiture against the defendant entered on March 13, 2019.
- 7. The Court retains jurisdiction to take additional action, enter further orders, and amend this and any future orders as necessary to implement and enforce this Order.

8. The Clerk of the Court is hereby directed to send copies to all counsel of re				
SO ORDERI	E D , this	day of	, 2019	
			THE HONORABLE AMY BERMAN JACKSON UNITED STATES DISTRICT JUDGE	

APPENDIX 1

Stipulation and Order of Settlement Regarding Petition of UBS Bank USA and 721 Fifth Avenue, #43G, New York, New York 10022

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,)	
v.)	FILED
PAUL J. MANAFORT, JR.,	FEB 2 2 2019
Defendant.)	Clerk, U.S. District & Bankruptcy Courts for the District of Columbia
IN RE: PETITIONS FOR RELIEF) CONCERNING CONSENT ORDER OF) FORFEITURE)	Case No. 1:18-mc-00167-ABJ
UBS BANK USA,	
Petitioner.)	

STIPULATION AND ORDER OF SETTLEMENT REGARDING PETITION OF UBS BANK USA AND 721 FIFTH AVENUE, #43G, NEW YORK, NY 10022

IT IS HEREBY STIPULATED and AGREED by and between United States of America, by and through its undersigned counsel, and Petitioner UBS Bank USA ("UBS Bank"), pursuant to 21 U.S.C. § 853(i)(2) and (n), to compromise and settle its interest in the following property:

The real property and premises commonly known as 721 Fifth Avenue, #43G, New York, NY 10022,

described more fully in the deed for which is attached hereto as Exhibit A and incorporated by reference herein (the "Fifth Avenue Property").

This settlement is entered into between the parties pursuant to the following terms:

1. The parties to this Stipulation and Order stipulate that UBS Bank has a prior vested or superior interest in the Fifth Avenue Property or was a bona fide purchaser for value of the right, title, or interest in the Fifth Avenue Property, and was at the time of purchase reasonably without cause to believe that the Fifth Avenue Property was subject to forfeiture.

- 2. On the terms set forth herein, UBS Bank hereby settles the claims asserted in its petition filed on November 2, 2018, in *United States v. Paul J. Manafort, Jr. et al.*, 1:17-cr-201-ABJ (D.D.C.) and docketed at Docket No. 4 under the instant case number (the "Petition") asserting an interest in the Fifth Avenue Property. Effective upon the Court's endorsement of this Stipulation and Order and the entry of a Final Order of Forfeiture incorporating this Stipulation and Order therein, said petition is hereby deemed dismissed with prejudice, without costs and/or attorney's fees to either party.
- 3. The United States agrees that upon its sale of the Fifth Avenue Property pursuant to the Court's entry of an interlocutory order authorizing sale of the Fifth Avenue Property or a final order of forfeiture forfeiting the Fifth Avenue Property to the United States, the United States will not contest payment to UBS Bank from the proceeds of sale, after payment of: any outstanding taxes, valid superior liens, and condominium association charges or assessments incurred on or after October 22, 2018, real estate commissions, insurance costs, escrow fees, document recording fees not paid by the buyer, title fees, county/city transfer fees, and other reasonable expenses incurred by the United States Marshals Service in connection with its custody, management, maintenance, repair and sale of the Fifth Avenue Property, the following (to the extent the sale produces sufficient funds after the payments noted above):
 - (a) All unpaid principal due to UBS as of October 22, 2018, pursuant to the mortgage instrument dated April 7, 2015, and recorded in the Office of the City Register of the City of New York on or about April 30, 2015 under City Register File Number ("CRFN") 2015000145747 (the "Mortgage"), which was also filed in this action at Docket No. 4-1. The Mortgage secures funds issued pursuant to an adjustable rate note, dated April 7, 2015, in the original amount of \$3,000,000.00, with an initial interest rate of 2.055% per year on the unpaid principal of the loan (the "Note") which was filed in this action at Docket No. 4-2.
 - (b) With respect to paragraph 3(a) above, all unpaid interest at the base contractual rate (not the default rate) under the above Mortgage from October

- 22, 2018 until the date of payment. The payment to UBS Bank of the amounts specified in paragraph 3 shall be in full settlement and satisfaction of all claims by UBS Bank against the United States and the Fifth Avenue Property arising from and relating to the seizure, detention, and forfeiture of the Fifth Avenue Property by the United States, but shall not impair or limit any available rights and remedies against the obligor(s) of the Note.
- 4. Upon payment as specified in paragraph 3, UBS Bank agrees to provide a release of its security interest in the Fifth Avenue Property via recordable documents and to release and hold harmless the United States, and any agents, servants, and employees of the United States (and any involved state or local law enforcement agencies and their agents, servants, or employees), in their individual or official capacities, from any and all claims by UBS Bank and its agents that currently exist or that may arise as a result of the United States' actions against and relating to the Fifth Avenue Property.
- 5. UBS Bank agrees not to pursue against the United States or its successors or assigns any other rights to affect an interest in the Fifth Avenue Property under the Mortgage, including but not limited to the right to foreclose upon and sell the Fifth Avenue Property and any right to assess additional interest or penalties, but without limiting any rights of UBS Bank available under the Note against the obligor(s) of the Note.
- 6. UBS Bank agrees to notify the Special Counsel's Office and the Money Laundering and Asset Recovery Section (MLARS) of the U.S. Department of Justice promptly if it learns of any condition that might affect the sale of the Fifth Avenue Property or that might make an interlocutory sale appropriate. UBS Bank further agrees to join in any motion by the United States to effect the sale of the Fifth Avenue Property, including motions to remove occupants who fail to abide by the terms of an occupancy agreement. UBS Bank shall endorse such United States motions within ten days of receipt of the motion.
- 7. UBS Bank understands and agrees that this Stipulation and Order constitutes a full and final settlement of its petition and that it waives any rights to litigate further its interest in the Fifth Avenue Property and further pursue remission or mitigation of the forfeiture, but without

limiting any rights of UBS Bank available under the Note against the obligor(s) of the Note. If this Stipulation is approved by the Court, then unless specifically directed by an order of the Court, UBS Bank shall be excused and relieved from further participation in this action. However, this Stipulation and Order does not relieve UBS Bank of any applicable discovery obligations.

- 8. UBS Bank understands and agrees that the Special Counsel's Office and MLARS also reserve the right to void this Stipulation and Order if, before payment of the sums set forth in paragraph 3 above, the Special Counsel's Office and/or MLARS obtains new information indicating that UBS Bank did not have a prior vested or superior interest in the Fifth Avenue Property, pursuant to 21 U.S.C. § 853(n)(6)(A), or that it was not a bona fide purchaser for value of the right, title, or interest in the Fifth Avenue Property or, at the time of the purchase, was not reasonably without cause to believe that the Fifth Avenue Property was subject to forfeiture, pursuant to 21 U.S.C. § 853(n)(6)(B). The Special Counsel's Office and MLARS also reserve the right, in their discretion, to terminate the forfeiture at any time and release the Fifth Avenue Property or initiate civil forfeiture proceedings as provided in paragraph 15. In either event, the United States shall promptly notify UBS Bank of such action.
- 9. A discretionary voidance of this Stipulation or a termination of forfeiture by the United States or the executing and delivery of a Quit-Claim deed from the United States to UBS Bank shall not be a basis for any award of fees but shall result in a reinstatement of all claims of UBS Bank for payment in relation to the Fifth Avenue Property that are otherwise waived by the terms of this Stipulation and Order, including, without limitation, any rights or remedies available to UBS Bank pursuant to the Mortgage and Note and applicable law.
- 10. The United States agrees that it will not sell the Fifth Avenue Property on terms that would result in a payment to UBS Bank of less than the amount provided for in paragraph 3(a)–(b), or other lower amount for which UBS Bank provides written consent (the lower of which shall be the "Reserve Amount"), subject to the following terms:
 - (a) Should the United States be unable to enter a contract to sell the Fifth Avenue Property for a price equal to or greater than the Reserve Amount within 9 months (or such additional period as the parties may mutually agree) of the

later of the Court's entry of an interlocutory order authorizing sale of the Fifth Avenue Property or a final order of forfeiture of the Fifth Avenue Property, the United States will, at its option:

- i. move to vacate the preliminary or final forfeiture order with respect to the Fifth Avenue Property only, or
- ii. execute and deliver to UBS Bank, and UBS Bank shall accept, a Quit-Claim Deed with respect to the United States' interest in the Fifth Avenue Property, subject to any valid, superior liens against the Fifth Avenue Property including valid, superior liens (if any) resulting from a compromise of claims arising under 21 U.S.C. § 853 that have been endorsed by the Court in the above-captioned case. The United States understands that should the conditions in paragraph 10(a) be triggered, UBS prefers that the United States proceed with the option described in paragraph 10(a)(ii) instead of that in paragraph 10(a)(i).
- (b) In the event that the preliminary or final forfeiture order is vacated with respect to the Fifth Avenue Property or the United States executes the Quit-Claim Deed in favor of UBS Bank as provided for in this paragraph, UBS Bank shall reimburse the United States for its reasonable advances, fees, and expenses actually incurred in the course of the United States' custody, management, maintenance, repair and efforts to sell the Fifth Avenue Property, including but not limited to taxes and associated interest and penalties, and condominium fees and assessments, (collectively "USMS Expenses") within thirty days of such order vacating the forfeiture of the Fifth Avenue Property or the United States' execution and delivery of a Quit-Claim Deed to UBS Bank.
- (c) Upon UBS Bank's subsequent sale of the Fifth Avenue Property, UBS Bank agrees to provide:

- i. a copy of the Closing Disclosure constituting the final settlement statement from closing to the United States,
- ii. a notice to the United States and USMS of the existence of any Surplus Proceeds, herein defined as all proceeds remaining after payment of: USMS Expenses; payment of UBS Bank's actual expenses of sale (including sums previously paid to the United States pursuant to paragraph 10(b)); satisfaction of all valid liens and claims of record which may have priority over the United States; payment of any transfer taxes, recording costs, or other reasonable expenses actually incurred in connection with the receipt of any Quit-Claim Deed delivered to UBS Bank under paragraph 10(a)(ii); and payment of all sums due under the Mortgage to UBS Bank.
- (d) UBS Bank agrees thereafter to pay to the United States, within thirty days of such sale, any such Surplus Proceeds toward satisfaction of any forfeiture judgment entered in this action or for forfeiture in any related civil forfeiture action.
- (e) The vacating of the preliminary or final order of forfeiture with respect to the Fifth Avenue Property or the United States execution of a Quit-Claim Deed as provided herein shall not be the basis for any award of attorneys' fees against the United States, and shall be in full satisfaction of and shall fully release any claim UBS Bank may have against the United States and any agents, servants, and employees of the United States (and any involved state or local law enforcement agencies and their agents, servants, or employees), in their individual or official capacities, including but not limited to as set forth in paragraphs 4, 5, 6, 8, 9, and 13 of this Stipulation and Order of Settlement.
- 11. The parties agree to execute further documents, to the extent necessary, to allow the United States to sell the Fifth Avenue Property with clear title and to otherwise further implement the terms of this Stipulation and Order.

- 12. Each party agrees to bear its own costs and attorneys' fees.
- 13. Payment to UBS Bank pursuant to this Stipulation and Order is contingent upon a Court-authorized interlocutory sale of the Fifth Avenue Property or the United States' prevailing against the defendant and any third-party claims in an ancillary proceeding, the Court's entry of a final order of forfeiture to the United States, and sale of the Fifth Avenue Property pursuant to the final order of forfeiture. The terms of this Stipulation and Order shall be subject to approval by the United States District Court and any violation of any terms or conditions shall be construed as a violation of an order of the Court.
- 14. In the event that the United States shall not prevail over third party claims, the Court does not enter a final judgment of forfeiture or interlocutory order for the sale of the Fifth Avenue Property, or if the terms hereof are not approved by the Court, all claims of UBS Bank for payment in relation to the Fifth Avenue Property that are otherwise waived by the terms of this Stipulation and Order shall be reinstated.
- 15. The parties agree that the United States may choose in its sole discretion whether to accomplish forfeiture of the Fifth Avenue Property by criminal or civil forfeiture. If the United States chooses to effect the forfeiture through institution of civil forfeiture proceedings, UBS Bank consents to the filing of this Stipulation and Order in such civil forfeiture proceedings to provide for full settlement and satisfaction of all claims to and any right, title and interest it may have in the Fifth Avenue Property upon the same terms as set forth herein. If the parties file this Stipulation and Order in settlement of UBS Bank's claims in a civil forfeiture proceeding as provided in this paragraph 15, UBS Bank waives all defenses, including, but not limited to, defenses based upon statute of limitations and venue, and any claim to attorneys' fees or costs, with respect to any such civil forfeiture proceeding related to the Fifth Avenue Property, except to the extent such a defense would be available in the present proceeding pursuant to this Stipulation and Order.
- 16. This Stipulation and Order may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the complete Stipulation and Order.

- 17. The individual(s) signing this Stipulation and Order on behalf of UBS Bank represent and warrant that they are authorized by UBS Bank to execute this Stipulation and Order. The undersigned United States signatory represents that he is signing this Stipulation and Order in his official capacity and that he is authorized to execute this Stipulation and Order.
- 18. Neither execution by the parties nor entry by the Court of this Stipulation and Order shall affect the right of either party to seek recovery, relief or enforcement of rights against persons or entities who are not party to this agreement, including Paul J. Manafort, Jr. and other third parties. Nor shall execution by the parties or entry by the Court of this Stipulation limit any rights of UBS Bank available under the Note against the obligor(s) of the Note.
- 19. Entry of this Stipulation and Order shall not be construed to create any right or benefit in favor of any third party, other than those rights and benefits to the United States that may be conveyed to its successors or assigns, as are expressly set forth herein.
- 20. The Court shall have continuing and exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.
- 21. This Stipulation and Order constitutes the complete agreement between the parties hereto and may not be amended except by written consent thereof.

For the United States of America:

ROBERT S. MUELLER, III Special Counsel

Dated: 2/14/2019

· By:

Andrew Weissmann Greg D. Andres U.S. Department of Justice Special Counsel's Office 950 Pennsylvania Avenue NW Washington, D.C. 20530

Telephone: (202) 616-0800

By:

Daniel H. Claman Money Laundering and Asset Recovery Section

Criminal Division U.S. Department of Justice

1400 New York Avenue, N.W., Suite 10100

Washington, D.C. 20530 Telephone: (202) 514-1263

For UBS Bank USA:		GIBSON, DUNN & CRUTCHER LLP Attorneys for UBS Bank USA
Dated: February 14, 2019	By:	Stephanie L. Brooker, Esq. (D.C. Bar No. 475321) David A. Schnitzer, Esq. (D.C. Bar No. 1022420) GIBSON, DUNN & CRUTCHER LLP 1050 Connecticut Avenue, N.W. Washington, DC 20036 (202) 955-8500
Dated: February 14, 2019	By:	Frank Destra Managing Director & Senior Vice Chairman, CEO and President UBS Bank USA

Shashank Gupta
Managing Director & Head of Mortgage
UBS Bank USA

By:

Dated:

For UBS Bank USA:		GIBSON, DUNN & CRUTCHER LLP Attorneys for UBS Bank USA
Dated:	Ву:	Stephanie L. Brooker, Esq. (D.C. Bar No. 475321) David A. Schnitzer, Esq. (D.C. Bar No. 1022420) GIBSON, DUNN & CRUTCHER LLP 1050 Connecticut Avenue, N.W. Washington, DC 20036 (202) 955-8500

Dated: By:

Frank Destra

Managing Director & Senior
Vice Chairman, CEO and President

UBS Bank USA

Dated: February 14, 2019 By:

Shashank Gupta
Managing Director & Head of Mortgage

UBS Bank USA

ORDER

Having reviewed the foregoing Stipulation and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Stipulation is SO

ORDERED.

ORDERED this 2 day of telwow 2019.

THE HONORABLE AMY B. JACKSON UNITED STATES DISTRICT JUDGE

ATTACHMENT A

Deed for 721 Fifth Avenue, #43G, New York, New York 10022 (Block 1292, Lot 1112)

New York City Department of Finance, Office of the City Register Document ID No. 2015022400401003

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

Recording Fee:

Affidavit Fee:

\$

57.00

0.00



2015000074395

City Register Official Signature

2015022400401003002EE072 RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 6 Document ID: 2015022400401003 Document Date: 01-27-2015 Preparation Date: 02-24-2015 Document Type: DEED Document Page Count: 4 RETURN TO: PRESENTER: FIRST NATIONWIDE TITLE AGENCY LLC FIRST NATIONWIDE TITLE AGENCY LLC HOLD FOR DENNISE A. TO PICK UP SR-5068 HOLD FOR DENNISE A. TO PICK UP SR-5068 50 CHARLES LINDBERGH BLVD - SUITE 200 50 CHARLES LINDBERGH BLVD - SUITE 200 UNIONDALE, NY 11553 UNIONDALE, NY 11553 212-499-0100 212-499-0100 RECORDING@FIRSTNATIONWIDETITLE.COM RECORDING@FIRSTNATIONWIDETITLE.COM PROPERTY DATA Borough Block Lot Unit Address MANHATTAN 1292 1112 Entire Lot 43G 721 5 AVENUE Property Type: SINGLE RESIDENTIAL CONDO UNIT CROSS REFERENCE DATA CRFN or DocumentID or Year Reel Page or File Number **PARTIES** GRANTOR/SELLER: **GRANTEE/BUYER:** JOHN HANNAH, LLC PAUL MANAFORT 721 FIFTH AVENUE, UNIT 43G 721 FIFTH AVENUE, UNIT 43G NEW YORK, NY 10022 NEW YORK, NY 10022 Additional Parties Listed on Continuation Page FEES AND TAXES Mortgage: Filing Fee: Mortgage Amount: 0.00 125.00 Taxable Mortgage Amount: NYC Real Property Transfer Tax: 0.00 Exemption: 0.00 TAXES: County (Basic): \$ 0.00 NYS Real Estate Transfer Tax: City (Additional): \$ 0.00 0.00 \$ Spec (Additional): \$ 0.00 RECORDED OR FILED IN THE OFFICE TASF: \$ 0.00 OF THE CITY REGISTER OF THE MTA: \$ 0.00 CITY OF NEW YORK NYCTA: \$ 0.00 Recorded/Filed 03-05-2015 08:44 Additional MRT: \$ 0.00 City Register File No.(CRFN): TOTAL: \$ 0.00

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2015022400401003002CE2F2

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 6

Document ID: 2015022400401003

Document Date: 01-27-2015

Preparation Date: 02-24-2015

Document Type: DEED

PARTIES

GRANTEE/BUYER: KATHLEEN MANAFORT 721 FIFTH AVENUE, UNIT 43G NEW YORK, NY 10022

.

No.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

Henyork

THIS INDENTURE, made the

27 Es

day of

January

2015

BETWEEN

John Hannah, LLC 721 Fifth Ave., Unit #43G New York, NY 10022

party of the first part, and

Paul and Kathleen Manafort, husband and wife in tenancy in the entirety 721 Fifth Ave., Unit #43G New York, NY 10022

party of the second part.

WITNESSETH, that the party of the first part, in consideration of

10.00 dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

State of New York, City of New York, County of New York, located at and more commonly known as condominium unit #43G, 721 Fifth Ave., New York, New York, more particularly described as set forth on Schedule A annexed hereto and incorporated herewith by reference

Block 1292 Lot 1112 County: New York

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtanances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covanants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written

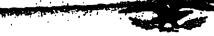
IN DRECENCE OF

John Mannah, Ll

BY: Paul Manafort, Managing Member

Standard N.Y.B.T.U. Form 8002 - Bargain and Sale Deed, with Covenant against Grantor's Acts - Uniform Acknowledgment

Form 3290



First American Title Insurance Company of New York

THE No. 2008-157957

SCHEDULE "A"

THE RESIDENTIAL UNIT (THE "UNIT") KNOWN AS UNIT NO. 43-G IN THE PREMISES KNOWN AS TRUMP TOWER CONDOMINIUM AND BY THE STREET NUMBERS 721-725 FIFTH AVENUE, BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BEING DESIGNATED AND DESCRIBED AS UNIT NO. 43-G IN THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF SAID PREMISES UNDER ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK (THE "NEW YORK CONDOMINIUM ACT!") DATED 2/24/1983 AND RECORDED IN THE NEW YORK COUNTY DIFFICE OF THE REGISTER OF THE CITY OF NEW YORK (THE "CITY REGISTER'S OFFICE") ON 3/23/1983 IN REEL 674 PAGE 848 (HEREINAFTER REFERRED TO AS THE ("DECLARATION") AND ALSO DESIGNATED AS TAX LOT 1112 IN BLOCK 1292 OF SECTION 5 OF THE BOROUGH OF MANHATTAN ON THE TAX MAP OF THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK AND ON THE FLOOR PLANS OF SAID BUILDING, CERTIFIED BY SWANKE HAYDEN CONNELL AND PARTNERS, ARCHITECTS, ON 2/2/1983 AND FILED WITH THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK ON 3/18/1983 AS CONDOMINIUM PLAN NO. 86 AND ALSO FILED IN THE CITY REGISTER'S OFFICE ON 3/23/1983 AS CONDOMINIUM PLAN NO. 86.

TOGETHER WITH AN UNDIVIDED 2644227 PERCENT INTEREST IN THE COMMON ELEMENTS (AS SUCH TERM IS DEPINED IN THE DECLARATION).

THE PREMISES IN WHICH THE UNIT IS LOCATED IS MORE PARTICULARLY DESCRIBED HEREIN AS PARCEL A.

PARCEL A

ONTINUED.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF EAST SATH STREET WITH THE EASTERLY SIDE OF FIFTH AVENUE:

RUNNING THENCE EASTERLY ALONG THE SAID NORTHERLY SIDE OF EAST SOTH STREET, 175 FEET;

THENCE NORTHERLY PARALLEL WITH SAID EASTERLY SIDE OF FIFTH AVENUE AND PART OF THE DISTANCE THROUGH A PARTY WALL, 100 FEET 5 INCHES TO THE CENTER LINE OF THE BLOCK;

THENCE WESTERLY ALONG SAID CENTER LINE OF THE BLOCK 50 FEET:

THENCE MORTHERLY PARALLEL WITH THE EASTERLY SIDE OF FIFTH AVENUE, 15 FEET;

THENCE WESTERLY PARALLEL WITH THE NORTHERLY SIDE OF EAST 56TH STREET 125 FEET TO THE EASTERLY SIDE OF FIFTH AVENUE, AND

THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE

P. 007 JUL-05-2011 TOE 01:25 PM TITLE NO. 3008-157957 SCHEDULE 'A' CONTINUED

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN. CITY. COLINTY AND STATE OF NEW YORK, ROLINITED AND DESCRIPTO AS FOLLOWS: ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, STITUATE, LYING AND BEING IN THE BURDUGS.

MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS: RESINNING AT A POINT ON THE SOUTHERLY SIDE OF EAST STIM STREET, DISTANT 125 FEET EASTERLY FROM THE INTERSECTION OF THE EASTERLY SIDE OF FIFTH AVENUE AND THE SOUTHERLY SIDE OF FIFTH S PARCEL B (AFFECTS COMMON BEMENTS)

THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY SIDE OF FIFTH AVENUE, 100 FEET 5 INCHES; STREET;

THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY SIDE OF STITH STREET, SO FEET; THENCE NORTHERLY AND AGAIN PARALLEL WITH THE EASTERLY SIDE OF FIFTH AVENUE, 100 FEET 5 INCHES TO THE SOLUTHERLY SIDE OF STITH STREET:

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF 57TH STREET SO FRET TO THE POINT OR PLACE BEGINNING. TO THE SOUTHERLY SIDE OF STIN STREET;

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the FOR CONVEYANCING ONLY: TOGETHER with all the right, this and interest of the party of the first part, of in and to the land bins in the street in front of and additions eath commisse.

PARTIES WHICH DY DIM CONSTITUTE TORRESTY. the laug Niud in the street is wourt of any adjoining any biscuper

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of

day of January

On the in the year 2015 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of

day of before me, the undersigned, a Notary Public in and for said State, personally appeared the subscribing witness to the foregoing instrument, with whom I am

personally acquainted, who, being by me duly swom, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street member if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed With Covenants

Title No.

John Hannah, LLC

TO

Paul and Kathleen Manafort

DISTRIBUTED BY

YOUR TITLE EXPERTS

The Judicial Title Insurance Agency LLC 800-281-TITLE (8485) FAX: 800-FAX-8398

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of Florida . County of Palm Reach *(Or insert District of Columbia, Territory, Possession or Foreign County)

On the 27 day of Jaquary , 2015 in the year 2015 BE before me, the undersigned personally appeared 1201 -

Personally known to me or proved to me on the basis of sutisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the some in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the city of Palm Beach Gurdens, Stak of Florida.

(add the city or political subdivision and the state or country or other place the acknowledgement was taken)

Notary Public State of Florida Rushena Fyne My Commission EE 212726 Expires 06/28/2016

SECTION

, 85:

BLOCK: 1292

LOT: 1112

COUNTY OR TOWN: New York

RETURN BY MAIL TO:

Bruce E. Baldinger, Esq. The Law Offices of Bruce E. Baldinger, LLC 365 South Street Morristowa, NJ 07960

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2015022400401003002S2EF3

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2015022400401003

Document Date: 01-27-2015

Preparation Date: 02-24-2015

Document Type: DEED

ASSOCIATED TAX FORM ID: 2015020500190

SUPPORTING DOCUMENTS SUBMITTED:

Page Count
DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
1
RP - 5217 REAL PROPERTY TRANSFER REPORT
3
SMOKE DETECTOR AFFIDAVIT
1

C1. County Code C2. Date Deed FEL Recorded Month C3. Book C7. C4. Page C5. CRFN	9 2,6 2015 		REAL PROPERTY T STATE OF P STATE BOARD OF REAL RP - 52	NEW YORK
PROPERTYINFORMATION				
1. Property 721 5 AVENUE 43G STREET NUMBER STREET NAME		M.	ANHATTAN BOROUGH	10022 ZIP COOE
2. Buyer MANAFORT Name LAST NAME / COMPANY		PAUL FRET NAME		
MANAFORT LAST NAME / COMPANY		KATHLEEN		
3. Tax Indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form)	LAST NAME / COMPANY		FIRST NAME	
STREET NUMBER AND STREET NAME	CITY OR TOW	N		STATE ZIP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed # d	of Parcels OR Par	tofa Parcel	lanning Board Approvat - N/A griculturat District Notice - N.	
5. Dead Property X OR Size	ACRES	6. Ov	k the boxes below as they a mership Type is Condominiur w Construction on Vacant Lei	, <u> </u>
8. Seller JOHN HANNAH, LLC Name LAST NAME / COMPANY		FIRST NAME	W CONSTRUCTION ON VACCINE CO	
9. Check the box below which most accurately describes the A One Family Residential C Residential Vacar B 2 or 3 Family Residential D Non-Residential	nt Land E C	Commercial G	Entertainment / Amusement Community Service	I Industrial J Public Service
SALE INFORMATION	· · · · · · · · · · · · · · · · · · ·	14. Check one or mo	re of these conditions as a	pplicable to transfer:
10. Sale Contract Date 1 / Month 11. Date of Sale / Transfer 1 / Month	27 / 2015 Pay Year 27 / 2015 Pay Year Pay Year	B Sale Between C One of the Bu Buyer or Selle E Deed Type n	n Relatives or Former Relative n Related Companies or Partr Lyers is also a Seller er is Government Agency or L ot Warranty or Bargain and S	ners in Business ending Institution ale (Specify Balow)
12. Full Sale Price \$	0	_	onal or Less than Fee Interes nange in Property Between Ta	
(Full Sale Price is the total amount paid for the property including This payment may be in the form of cash, other property or goo mortgages or other obligations.) Please round to the nearest	ods, or the assumption of	H Sale of Busin	ess is included in Sale Price al Factors Affecting Sale Price	
13. indicate the value of personal property included in the sale				
ASSESSMENT INFORMATION - Data should reflect the la	atest Final Assessment R	oll and Tax Bill		
15. Building Class R. 4 16. Total Assess	sed Value (of all parcels is	n transfer)	2	1 9 8 7 0
17. Borough, Block and Lot / Roll Identifier(s) (if more tha	in three, attach sheet with	additional identifier(s))	
MANHATTAN 1292 1112		1	l	

		BUYER'S ATTORNEY
- 2/20/2015	BALDINGTE	R I BRUCE
DATE '	1	FIRST NAME
ur for fau Maneto	4 908	218-0060
(9)	AREA CODE	TELEPHONE NUMBER
_, . 1	MANA HANNA	A USELLER
FL 33418	13/3	eith Pol Nort 21
BTATE ZIP CODE	SELLER SIGNATURE	DATE
	r for fay Maneto	FL 33418 LISTIAME UST NAME OF POUR BANNA AREA COOPE JOHN HANNA

CERTIFICATION

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filling of false instruments.

BUYERS		* SELLERS	
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seiler Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	. Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

	. !			
State of New York	·			
State of New Pork	ì			
County of Morkis)	1			
•	0		,	
The undersigned, being duly sworn, depo	ose and say under	penalty of perjury that	they are the	grantor and grantee of
the real property or of the cooperative sh	ares in a cooperat	tive corporation owning	real propert	y located at
721	5 AVENUE			43G
Street A	ddress			Unit/Apt.
MANHATTAN	New York,	1292	1112	(Ab a #Daamiaaa#).
Borough		Block	Lot	_ (the "Premises");
•	. "			
That the Premises is a one or two family	- -	• 1		
two-family dwelling, and that installed in				_
compliance with the provisions of Article	_	•	e 27 of the A	dministrative Code of
the City of New York concerning smoke	detecting devices	5		·
That they make affidavit in compliance w	vith New York Ci	tv Administrative Code	Section 11-2	2105 (g) (The
signatures of at least one grantor and one	•	•		(B). (1110
signatures of at loads one granter and one	B		200).	
	j			
JOHN HANNAH, LLC	" 1	PAUL MANAI	DRT	
Name of Grantor (Type or Print	0 0		f Grantee (Type	or Print)
		4		
is a contra	Yel Mad		3 Ruf	for Pal Monta
By : Bruce E. Billimer Os ase		Sig Sig	nature of Grant	lee O
Paul Managort	re tos	Bruet-Balding	er as ag	enr for Paul Money
Sworn to before me	ti l	Sworn to before me		
this Oth date of Lebruare	4 20 15	this 2006 date of	John	uary 20 15
Cilis De Late di Service di Late di La	 	unis date of	. 1	20 10
(XI X Dalli		(Tation	X M	ellin-
PATRIC	IA K. GALLER	T. Order	201.70	PATRICIA K. GALLER
NOTARY PUBL	IC OF NEW JERSEY	A Si	NO	TARY PUBLIC OF MEN JERSEY
These statements are made with the know	PIRES MARCH 5, 20	filly false representation	MMOO	IISSION EXPIRED MARCH 5, 2018
a crime of perjury under Article 210 of the	riougo mat a willi se Penal I áss	any taise representatio	ii is uiliawlul	and is pullishable as
	TO I VIIIII LIGHT.			210 M
NEW YORK CITY REAL PROPERT	Y TRANSFER	TAX RETURNS FILE	D ON OR A	AFTER FEBRUARY
6th, 1990, WITH RESPECT TO THE	CONVEYANCE	OF A ONE- OR TW	O-FAMILY	DWELLING OR A

COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, E WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) Property receiving service: BOROUGH: MANHATTAN

BLOCK: 1292

LOT: 1112

(2) Property Address: 721 5 AVENUE Unit 43G, NEW YORK, NY 10022

(3) Owner's Name:

MANAFORT, PAUL

Additional Name:

MANAFORT, KATHLEEN

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature is cost for Fal May +

Date (mm/dd/yyyy) 2/20/2015 .

Name and Title of Person Signing for Owner, if applicable: Manafix

BCS-7CRF-ACRIS REV. 8/08

APPENDIX 2

Stipulation and Order of Settlement Regarding Petition of Residential Board of Trump Tower Condominium and 721 Fifth Avenue, #43G, New York, New York 10022

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	
v.)	FILED
PAUL J. MANAFORT, JR.,	MAR - 4 2019
Defendant.)	Clerk, U.S. District & Bankruptcy Courts for the District of Columbi
IN RE: PETITIONS FOR RELIEF) CONCERNING CONSENT ORDER OF) FORFEITURE)	Case No. 1:18-mc-00167-ABJ
RESIDENTIAL BOARD OF TRUMP TOWER CONDOMINIUM,	
Petitioner.)	

STIPULATION AND ORDER OF SETTLEMENT PETITION OF RESIDENTIAL BOARD OF TRUMP TOWER CONDOMINIUM AND 721 FIFTH AVENUE, #43G, NEW YORK, NY 10022

IT IS HEREBY STIPULATED and AGREED by and between the United States of America, by and through its undersigned counsel, and the Residential Board of Trump Tower Condominium, Petitioner herein on its own behalf and on behalf of the Trump Tower Condominium (collectively the "Condominium" or "Petitioner"), pursuant to 21 U.S.C. § 853(i)(2) and (n), to compromise and settle its interest in the following property:

The real property and premises commonly known as 721 Fifth Avenue, #43G, New York, NY 10022

described more fully in the deed for which is attached hereto as Exhibit A and incorporated by reference herein (the "Fifth Avenue Property"), and any property traceable thereto.

This settlement is entered into between the parties pursuant to the following terms:

The Residential Board of Trump Tower Condominium is a condominium's

Residential Board of Managers as provided in the Declaration of Trump Tower Condominium dated

February 24, 1983 and recorded in the Office of the City Register, New York County on March 23, 1983 in Reel 674, at Page 848 (the "Declaration"), as amended (Document ID No. FT_1740000026374).

- 2. On the terms set forth herein, the Condominium hereby withdraws its petition docketed on November 29, 2018 at Docket No. 13 (the "Petition") asserting an interest in the Fifth Avenue Property. Upon the Court's endorsement of this Stipulation and Order, said Petition is hereby deemed dismissed with prejudice, without costs and/or attorney's fees to either party.
- 3. The United States agrees that (i) simultaneous with the closing of its sale of the Fifth Avenue Property pursuant to the Court's entry of an interlocutory order authorizing sale of the Fifth Avenue Property and authorizing payment of the following from the proceeds thereof, or (ii) within ten (10) days of entry of a final order of forfeiture forfeiting the Fifth Avenue Property to the United States, the United States will pay to the Condominium the following (the "Payment"):
 - (a) All accrued and unpaid monthly common charges and additional common charges (but not legal fees or late fees) due to the Condominium up to the date of such sale or final order of forfeiture; and
 - (b) The Fifth Avenue Property's proportional share of such special assessments assessed by the Condominium up to the date of the such sale or final order of forfeiture

as may be accruing or assessed according to the By-Laws of Trump Tower Condominium annexed to the Declaration at Page 884 (the "By-Laws").

- 4. The United States agrees to pay such additional monthly common charges and proportional special assessments due to the Condominium related to the Fifth Avenue Property as may be accruing and assessed according to the By-Laws (collectively, the "Monthly Payments") until the date of the sale of the Fifth Avenue Property.
- 5. The Payment and Monthly Payments to the Condominium shall be in full settlement and satisfaction of all claims by the Condominium arising from and relating to the seizure, detention, and forfeiture of the Fifth Avenue Property. However, this paragraph 5 shall not release claims against the Fifth Avenue Property that may accrue under the By-Laws in favor of the Condominium

relating specifically to the United States' use, operation and management of the Fifth Avenue Property.

- 6. Upon receipt of the Payment, the Condominium agrees to release and hold harmless the United States, and any agents, servants, and employees of the United States (and any involved state or local law enforcement agencies and their agents, servants, or employees), in their individual or official capacities, from any and all claims by the Condominium and its agents that currently exist or that may arise as a result of the United States' actions against and relating to the Fifth Avenue Property. However, this paragraph 6 shall not release claims against the Fifth Avenue Property that may accrue under the By-Laws in favor of the Condominium relating specifically to the United States' use, operation and management of the Fifth Avenue Property.
- 7. The parties stipulate that in a sale or conveyance of the Fifth Avenue Property by the United States following the Court's entry of a final order of forfeiture shall be subject to the provisions of Article 8 of the By-Laws as they pertain to the sale or conveyance of the Fifth Avenue Property including, but not limited to, Article 8, Section 8.1 and the requirement that United States apply for, and obtain, a waiver by the Condominium of its right of first refusal. Notwithstanding the foregoing, the United States and the Condominium mutually agree that the time period set forth in Article 8, Section 8.1-1 of the By-Laws for the Condominium to exercise or waive its right of first refusal is shortened to ten (10) calendar days after receipt of the necessary notice (rather than twenty days after receipt of such notice together with such further information as may have been requested). In the event that the Condominium exercises its right of first refusal, it agrees to provide an earnest money deposit of 5% of the purchase price to the United States within 48 hours. The Condominium agrees that the Condominium's right of first refusal will not apply to any conveyance by the United States of title to the Fifth Avenue Property to UBS Bank USA ("UBS Bank") pursuant to paragraph 10(a)(ii) of the Stipulation and Order of Settlement entered into by UBS Bank and the United States in this matter.
- 8. The Condominium agrees not to pursue any other rights it may have against the Fifth Avenue Property during the pendency of these forfeiture proceedings including, but not limited to,

the right to foreclose upon and sell the Fifth Avenue Property and any right to assess additional interest, late fees, or penalties.

- 9. The Condominium agrees to notify the Special Counsel's Office and the Money Laundering and Asset Recovery Section (MLARS) of the U.S. Department of Justice promptly if it learns of any condition that might affect the sale of the Fifth Avenue Property, and to join in any motion by the United States to effect the sale of the Fifth Avenue Property, including motions to remove occupants who fail to abide by the terms of an occupancy agreement. The Condominium shall endorse such government motions within ten days of receipt of the motion.
- 10. The Condominium understands and agrees that this Stipulation and Order constitutes a full and final settlement of its petition and that it waives any rights to litigate further its interest in the Fifth Avenue Property and further pursue remission or mitigation of the forfeiture. If this Stipulation and Order is approved by the Court, then unless specifically directed by an order of the Court, the Condominium shall be excused and relieved from further participation in this action. The Condominium understands and agrees that the Special Counsel's Office and MLARS also reserve the right to void this Stipulation and Order if, before payment of the sums set forth in paragraph 3 above, the Special Counsel's Office and/or MLARS obtains new information indicating that the Condominium did not have a prior vested or superior interest in the Fifth Avenue Property, pursuant to 21 U.S.C. § 853(n)(6)(A), or that it was not a bona fide purchaser for value of the right, title, or interest in the Fifth Avenue Property or, at the time of the purchase, was not reasonably without cause to believe that the Fifth Avenue Property was subject to forfeiture, pursuant to 21 U.S.C. § 853(n)(6)(B). The Special Counsel's Office and MLARS also reserve the right, in their discretion, to terminate the forfeiture at any time and release the Fifth Avenue Property. In either event, the United States shall promptly notify the Condominium of such action. A discretionary termination of forfeiture shall not be a basis for any award of fees but shall result in a reinstatement of all claims of the Condominium for payment in relation to the Fifth Avenue Property that are otherwise waived by the terms of this Stipulation and Order, and the Condominium shall be entitled to retain any sums paid to it pursuant to and in accordance with this Stipulation and Order.

- 11. The parties agree to execute further documents, to the extent necessary and to the extent within the Condominium's ability to address, to convey clear title to the Fifth Avenue Property to the United States or to facilitate the sale of the Fifth Avenue Property by the United States and to implement further the terms of this Stipulation and Order.
 - 12. Each party agrees to bear its own costs and attorneys' fees.
- 13. Payment to the Condominium pursuant to this Stipulation and Order is contingent upon a Court-authorized interlocutory sale of the Fifth Avenue Property or the United States' prevailing against the defendant and any third-party claims in an ancillary proceeding, the Court's entry of a final order of forfeiture to the United States, and sale of the Fifth Avenue Property pursuant to the final order of forfeiture. The terms of this settlement agreement shall be subject to approval by the United States District Court and any violation of any terms or conditions shall be construed as a violation of an order of the Court.
- 14. The parties agree that the United States may choose in its sole discretion how it wishes to accomplish forfeiture of the Fifth Avenue Property, whether by criminal or civil forfeiture. If the United States chooses to effect the forfeiture through institution of civil forfeiture proceedings, the Condominium consents to the filing of this Stipulation and Order in such civil forfeiture proceedings in full settlement and satisfaction of all claims to and any right, title and interest it may have in the Fifth Avenue Property upon the same terms as set forth herein. The Condominium waives all defenses including, but not limited to, defenses based upon statute of limitations and venue, and any claim to attorneys' fees or costs, with respect to any such civil forfeiture proceeding related to the Fifth Avenue Property.
- 15. This Stipulation and Order may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the complete Stipulation and Order. Facsimile or pdf signatures shall be accepted as originals on this Stipulation and Order.
- 16. The individual(s) signing this Stipulation and Order on behalf of Residential Board of Trump Tower represent and warrant that they are authorized by the Condominium to execute this Stipulation and Order. The undersigned United States signatory represents that he is signing this

Stipulation and Order in his official capacity and that he is authorized to execute this Stipulation and Order.

- 17. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.
- 18. This Stipulation and Order constitutes the complete agreement between the parties hereto and may not be amended except by written consent thereof.

For the United States of America:

ROBERT S. MUELLER, III

Special Counsel

Dated:

2/28/20,9

By:

Andrew Weissmann
Greg D. Andres
U.S. Department of Justice
Special Counsel's Office
950 Pennsylvania Avenue NW
Washington, D.C. 20530
Telephone: (202) 616-0800

By:

Daniel H. Claman Money Laundering and Asset Recovery Section

Criminal Division

U.S. Department of Justice

1400 New York Avenue, N.W., Suite 10100

Washington, D.C. 20530 Telephone: (202) 514-1263 For Residential Board of Trump Tower:

BELKIN BURDEN WENIG & GOLDMAN, LLP Attorneys for Residential Board of Trump Tower

Dated: 2/28/19

By:

Residential Board of Trump Tower:

2/28/19

Assistant Secretary

ORDER

Having reviewed the foregoing Stipulation and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Stipulation is SO ORDERED.

ORDERED this | St day of Mary

THE HONORABLE AMY B. JACKSON UNITED STATES DISTRICT JUDGE

ATTACHMENT A

Deed for
721 Fifth Avenue, #43G, New York, New York 10022
(Block 1292, Lot 1112)

New York City Department of Finance, Office of the City Register Document ID No. 2015022400401003

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

Recording Fee:

Affidavit Fee:

\$

\$

57.00

0.00



City Register Official Signature

2015022400401003002EE072 RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 6 Document ID: 2015022400401003 Document Date: 01-27-2015 Preparation Date: 02-24-2015 Document Type: DEED Document Page Count: 4 RETURN TO: PRESENTER: FIRST NATIONWIDE TITLE AGENCY LLC FIRST NATIONWIDE TITLE AGENCY LLC HOLD FOR DENNISE A. TO PICK UP SR-5068 HOLD FOR DENNISE A. TO PICK UP SR-5068 50 CHARLES LINDBERGH BLVD - SUITE 200 50 CHARLES LINDBERGH BLVD - SUITE 200 UNIONDALE, NY 11553 UNIONDALE, NY 11553 212-499-0100 212-499-0100 RECORDING@FIRSTNATIONWIDETITLE.COM RECORDING@FIRSTNATIONWIDETITLE.COM PROPERTY DATA Borough Block Lot Unit Address MANHATTAN 1292 1112 Entire Lot 43G **721 5 AVENUE** Property Type: SINGLE RESIDENTIAL CONDO UNIT CROSS REFERENCE DATA CRFN______ or DocumentID_____ or ____ Year___ Reel__ Page____ or File Number___ **PARTIES** GRANTOR/SELLER: **GRANTEE/BUYER:** JOHN HANNAH, LLC PAUL MANAFORT 721 FIFTH AVENUE, UNIT 43G 721 FIFTH AVENUE, UNIT 43G NEW YORK, NY 10022 NEW YORK, NY 10022 Additional Parties Listed on Continuation Page FEES AND TAXES Mortgage: Filing Fee: Mortgage Amount: 0.00 125.00 Taxable Mortgage Amount: NYC Real Property Transfer Tax: 0.00 Exemption: 0.00 TAXES: County (Basic): \$ 0.00 NYS Real Estate Transfer Tax: City (Additional): \$ 0.00 0.00 Spec (Additional): \$ 0.00 RECORDED OR FILED IN THE OFFICE TASF: \$ 0.00 OF THE CITY REGISTER OF THE MTA: \$ 0.00 CITY OF NEW YORK NYCTA: \$ 0.00 Recorded/Filed 03-05-2015 08:44 Additional MRT: \$ 0.00 City Register File No.(CRFN): TOTAL: \$ 0.00 2015000074395

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2015022400401003002CE2E2

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 6

Document ID: 2015022400401003

Document Type: DEED

Document Date: 01-27-2015

Preparation Date: 02-24-2015

PARTIES

GRANTEE/BUYER: KATHLEEN MANAFORT 721 FIFTH AVENUE, UNIT 43G NEW YORK, NY 10022

THIS INDENTURE, made the

January

2015

BETWEEN

John Hannah, LLC 721 Fifth Ave., Unit #43G New York, NY 10022

party of the first part, and

Paul and Kathleen Manafort, husband and wife in tenancy in the entirety 721 Fifth Ave., Unit #43G New York, NY 10022

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

10.00 dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

State of New York, City of New York, County of New York, located at and more commonly known as condominium unit #43G, 721 Fifth Ave., New York, New York, more particularly described as set forth on Schedule A annexed hereto and incorporated herewith by reference

Block 1292 Lot 1112 County: New York

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written

Enaging Member BY: Paul Manafort, j

Standard N.Y.B.T.U. Form 8002 - Bargain and Sale Deed, with Covenant against Grantor's Acts - Uniform Acknowledgment Form 3290



First American Title Insurance Company of New York

Title No. 3008-157957

SCHEDULE "A"

THE RESIDENTIAL UNIT (THE "UNIT") KNOWN AS UNIT NO. 43-G IN THE PREMISES KNOWN AS TRUMP TOWER CONDOMINIUM AND BY THE STREET NUMBERS 721-725 FIFTH AVENUE, BORDUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BEING DESIGNATED AND DESCRIBED AS UNIT NO. 43-G IN THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF SAID PREMISES UNDER ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK (THE "NEW YORK CONDOMINIUM ACTY) DATED 2/24/1983 AND RECORDED IN THE NEW YORK COUNTY OFFICE OF THE REGISTER OF THE CITY OF NEW YORK (THE "CITY REGISTER'S OFFICE") ON 3/23/1983 IN REEL 674 PAGE 848 (HEREINAFTER REFERRED TO AS THE ("DECLARATION") AND ALSO DESIGNATED AS TAX LOT 1112 IN BLOCK 1292 OF SECTION 5 OF THE BORDUGH OF MANHATTAN ON THE TAX MAP OF THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK AND ON THE FLOOR PLANS OF SAID BUILDING, CERTIFIED BY SWANKE HAYDEN CONNELL AND PARTNERS, ARCHITECTS, ON 2/2/1983 AND FILED WITH THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK ON 3/18/1983 AS CONDOMINIUM PLAN NO. 86 AND ALSO FILED IN THE CITY REGISTER'S OFFICE ON 3/23/1983 AS CONDOMINIUM PLAN NO. 86.

TOGETHER WITH AN UNDIVIDED 2644227 PERCENT INTEREST IN THE COMMON ELEMENTS (AS SUCH TERM IS DEFINED IN THE DECLARATION).

THE PREMISES IN WHICH THE UNIT IS LOCATED IS MORE PARTICULARLY DESCRIBED HEREIN AS PARCEL A.

PARCEL A

ALL THAT CERTAIN LOT, FIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF EAST 56TH STREET WITH THE BASTERLY SIDE OF FIFTH AVENUE;

RUNNING THENCE EASTERLY ALONG THE SAID NORTHERLY SIDE OF EAST SOTH STREET, 175 FEET;

THENCE NORTHERLY PARALLEL WITH SAID EASTERLY SIDE OF FIFTH AVENUE AND PART OF THE DISTANCE THROUGH A PARTY WALL 100 FEET 5 INCHES TO THE CENTER LINE OF THE BLOCK:

THENCE WESTERLY ALONG SAID CENTER LINE OF THE BLOCK, 50 FEET;

THENCE NORTHERLY PARALLEL WITH THE EASTERLY SIDE OF FIFTH AVENUE, 15 FEET;

THENCE WESTERLY PARALLEL WITH THE NORTHERLY SIDE OF EAST 56TH STREET 125 FEET TO THE EASTERLY SIDE OF FIFTH AVENUE, AND

THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE POINT OR THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF FIFTH AVENUE, 115 FEET 5 INCHES TO THE PERIOD OF THE PERIO

CONTINUED



ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANNATTAN, CITY, COMMITY AND STATE OF NEW YORK, ROLINITED AND DESCRIPTED AS FOLLOWS: PARCEL B (AFFECTS COMMON BEMENTS)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BORDUGS.

MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS: RESINNING AT A POINT ON THE SOUTHERLY SIDE OF EAST SYTH STREET, DISTANT 12'S FEET EASTERLY FROM THE INTERSECTION OF THE EASTERLY SIDE OF FIFTH AVENUE AND THE SOUTHERLY SIDE OF STREET.

THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY SIDE OF FIFTH AVENUE, 100 FEET 5 INCHES;

STREET:

THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY SIDE OF 57TH STREET, 50 FEET; THENCE NORTHERLY AND AGAIN PARALLEL WITH THE EASTERLY SIDE OF FIFTH AVENUE, 100 FEET 5 INCHES TO THE SOLITHERLY SIDE OF STILL STREET.

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF 57TH STREET SO FEET TO THE POINT OR PLACE
BEGINNING

TO THE SOUTHERLY SIDE OF 57TH STREET;

THE pulley to be issued under this report will insure the title to such buildings and improvements erected on the overlines, which by law constitute real reconstru FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land Mino in the street in front of and adjusting sald commisses. THE NAME OF THE PROPERTY.

the laug Mud in the street in hour of and adjoining and bieure

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of

, 23:

On the day of January in the year 2015 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of

On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and surer number of any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed With Covenants

Title No.

John Hannah, LLC

TO

Paul and Kathleen Manafort

DISTRIBUTED BY

YOUR TITLE EXPERTS

The Judicial Title Insurance Agency LLC 800-281-TITLE (8485) FAX: 800-FAX-8398

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of

On the day of

in the year

. \$3:

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ics), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of Florida , County of Palm Beach

On the 27 day of January , 2015 in the year 2015 BEB before me, the undersigned personally appeared FOU To be Mark

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (arc) subscribed to the within instrument and acknowledged to me that be/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the city of Pallon Beach Furdles, State of Ftorida.

(add the city or political subdivision and the state or country or other place the acknowledgement was taken)

Notary Public State of Florida Rushena Fyne My Commission EE 212726 Expires 06/28/2016

SECTION:

BLOCK: 1292

LOT: 111

COUNTY OR TOWN: New York

RETURN BY MAIL TO:

Bruce E. Baldinger, Esq. The Law Offices of Bruce E. Baldinger, LLC 365 South Street Morristown, NJ 07960

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2015022400401003002S2EF3

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2015022400401003

Document Date: 01-27-2015

Preparation Date: 02-24-2015

Document Type: DEED

ASSOCIATED TAX FORM ID: 2015020500190

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

RP - 5217 REAL PROPERTY TRANSFER REPORT

SMOKE DETECTOR AFFIDAVIT

1

"FOID LEH

FOR CITY USE ONLY FEB REAL PROPERTY TRANSFER REPORT C2. Date Deed I C1. County Code Recorded STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES C4. Page C3. Book OR RP - 5217NYC C5. CRFN PROPERTYINFORMATION 721 **MANHATTAN** 10022 1. Property 5 AVENUE 43G Location 710 COOL CYDEET MULIDEE BOROUGH MANAFORT **PAUL** 2. Buyer Name LAST NAME / COMP FIRST NAME KATHLEEN **MANAFORT** PRIOT NAME LAST NAME / COMPANS Indicate where future Tax Bills are to be sent 3. Tax if other than buyer address (at bottom of form) Billing Address STREET NUMBER AND STREET NAME CITY OR TOW 4A, Planning Board Approval - N/A for NYC 4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR Part of a Parcel 48. Agricultural District Notice - N/A for NYC Check the boxes below as they apply: 5. Deed 1 **Property** 6. Ownership Type is Condominium Siza 7. New Construction on Vacant Land JOHN HANNAH, LLC 8. Seller LAST NAME / COMPANY EIRST NAME Name LAST NAME / COMPANY 9. Check the box below which most accurately describes the use of the property at the time of sale: Residential Vacant Land One Family Residential E Commercial Entertainment / Amusement Industrial 2 or 3 Family Residential Non-Residential Vacant Land Apartment Community Service Public Service F SALE INFORMATION 14. Check one or more of these conditions as applicable to transfer: 10. Sale Contract Date Sale Between Relatives or Former Relatives В Sale Between Related Companies or Partners in Business C One of the Buyers is also a Saller 2015 11. Date of Sale / Transfer D Buyer or Seller is Government Agency or Lending Institution E Deed Type not Warranty or Bargain and Sale (Specify Balow) F Sale of Fractional or Less than Fee Interest (Specify Below) 12. Full Sale Price \$ 0 1 G Significant Change in Property Between Taxable Status and Sale Dates (Full Sale Price is the total amount paid for the property including personal property. Н Sale of Business is Included in Sale Price This payment may be in the form of cash, other property or goods, or the assumption of Other Unusual Factors Affecting Sale Price (Specify Below) mortgages or other obligations.) Please round to the nearest whole dollar amount. None

13. Indicate the value of personal property included in the sale

15. Building Class

| R 4 |

MANHATTAN 1292 1112

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

17. Borough, Block and Lot / Roll Identifier(s) (if more than three, attach sheet with additional identifier(s))

16. Total Assessed Value (of all parcels in transfer)

201502050019020103

	CERTIFICATION	understand that th		ful false statement of		ect (to the best of my knowle vill subject me to the provisi		
•	BUYER				BUYER'S ATTORNEY			
=	00 010	I In Pel 1	112 0	1/20/2015	BALDING	ree 1	BRUC	ی
	BUYER SIGNATURE		1	ATE	LAST NAME	FIRE	IT NAME	
	Bruce E. By	dinger as	agent for t	ay Manchot		218-006	D	
	STREET NUMBER	STREET NAME (A	FYER'SALE)	(B)	AREA CODE	TELEPHONE NUMBER		
	PALM BEAC	H GARDENS	FL	33418	JOHN HAW	MILLSELLER PLACE	ا عمد	2/20/15
	CITY OR TOWN		STATE	ZIP CODE	By Bna	e/No.	DATE	

CERTIFICATION

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filling of false instruments.

BUYERS		SELLERS	
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York) SS.:	;					
County of Morris)	. 1					
·	Ü					
The undersigned, being duly sworn, depothe real property or of the cooperative sha	•			_		
721	5 AVENUE			43G		
Street A	ddress			Unit/Apt.		
MANHATTAN	New York,	1292	1112	_ (the "Premises");		
Borough	1 0 14	Block	Lot			
That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices; That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The						
JOHN HANNAH, LLC Name of Grantor (Type or Print		AUL MANA		or Print)		
By: Bruce E. Bildinger as agen Paul Manafort	Pol Not	Bruet Balding	nature of Grant er as ag	for Pal Marjor enr for Paul Monorf		
Sworn to before me this Octa date of Lebruary Patrici NOTARY PUBL	20 /5 th	vom to before me is 20th date of Patrice a	s K. 4	20 15 ellin PATRICIA K. GALLER TARY PUBLIC OF MERSERS SE		
These statements are made with the know a crime of perjury under Article 210 of the	ledge that a willfully	false representation	COMM	ISSION EXPIRED MARCH 5, 2019 and is punishable and		
NEW YORK CITY REAL PROPERT 6th, 1990, WITH RESPECT TO THE COOPERATIVE APARTMENT OR A	CONVEYANCE OF	F A ONE- OR TW	O-FAMILY	dwelling, or A		

WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.



The City of New York

Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard

Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) Property receiving service: BOROUGH: MANHATTAN

BLOCK: 1292

LOT: 1112

(2) Property Address: 721 5 AVENUE Unit 43G, NEW YORK, NY 10022

(3) Owner's Name:

MANAFORT, PAUL

Additional Name:

MANAFORT, KATHLEEN

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner

Signature es ant for ful the to

Date (mm/dd/yyyy) 2/20/2015 .

Name and Title of Person Signing for Owner, if applicable:

BCS-7CRF-ACRIS REV. 8/08